That a corporation, as well as another master, is liable for the injury done another by its agent, though unauthorized to do the particular act, is quite well established, *Railway Co.* v. *McMahon,* 103 Ill. 485, *Railroad Co.* v. *Rambo,* 59 Fed. 75, 8 C. C. A. 6, though the contrary is held in *Green* v. *Town of Woodbury,* 48 Vt. 5. This case, however, goes to an extreme and, on the broad ground of preserving purity in justice, holds the master to answer and admits this evidence against him though no injury was actually done to the other party by the agent's act.

EXCHANGES—PROPERTY RIGHT IN MARKET QUOTATIONS—WHAT CONSTITUTES PUBLICATION.—BOARD OF TRADE OF CHICAGO V. HADDEN-KRULL CO. ET AL., 109 Fed. 705 (Wis.).—A board of trade, in furnishing market quotations, made upon the transaction of its exchange, to customers for their exclusive use, either by means of a ticker or by putting them on a blackboard, does not publish them in such a way as to lose property right therein.

That there is a property right in such quotations has been well established. *Telegraph Co.* v. *Gregory,* (1896) 1 Q. B. 147. But in the case of credit rating companies, who send books to their subscribers under contract that the books remain the property of the distributor and if found in other hands than subscribers will be confiscated, etc., etc., it has been held that inasmuch as the number of subscribers is practically unlimited there is a publication of these volumes. *Todd* v. *Oxnard,* 75 Fed. 705; *Jellewers' Mercantile Co.* v. *Jellewers' Weekly,* 49 N. E. 872 (N. Y.). The case of *Callaghan* v. *Meyers,* 128 U. S. 617, carries the doctrine of publication to a considerable extent. In that case a reporter of decisions, in compliance with a statute of Illinois, deposited a certain number of copies with the Secretary of State, for purposes provided for by law, and although he did not expose them for sale in the usual way, this was held to constitute a publication sufficient to deprive him of his property right, the reasoning of the court being that, "whatever the occasion for it, the public, or an indefinite portion of it, were assured of access to the books without further action on the part of the author."

FELLOW SERVANTS—VICE PRINCIPAL—INSTRUCTION—NEW OMAHA THOMPSON-HOUSTON ELECTRIC LIGHT CO. V. BALDWIN, 87 N. W. (Neb.) 27.—One Brinkman, a foreman in the employ of the plaintiff in error, while assisting the defendant in error, a lineman named Baldwin, also a servant of the Electric Co., negligently injured the latter, while in the discharge of his duties. From the evidence it appears that at the time of the accident Brinkman was not acting towards the defendant in error in the capacity of a foreman.

The trial court charged the jury that since Brinkman was a foreman he was a vice-principal and that the company was liable, negligence being admitted. This was objected to, council contending that at the time Brinkman was not acting as foreman, and that in any case, whether he was a fellow servant or not was a question of mixed law and fact, and hence for the jury.

On appeal the court *held,* that the capacity in which Brinkman was acting when the accident occurred was immaterial, since he was a vice-principal in any case. Judgment affirmed.